



August 29, 2019

Ms. Patricia Plummer and Mr. Emmanuel Irono
CAC-Motir Joint Venture, LLC
1508 East Capitol Street NE
Washington, DC 20003

SUBJECT: Contract No. 47PM1119C0006; Option 3 (Childcare Center Refresh)
Design Build Construction Services for the 1800 F Street Collocation Project,
Washington, D.C.

RE: **BENEFICIAL OCCUPANCY OF THE CHILDCARE CENTER**

Dear Ms. Plummer & Mr. Irono:

As of 12 August 2019, GSA hereby intends to take beneficial occupancy of the Childcare Center included as Option 3 in the contract scope of the 1800 F Street Collocation Project.

As such, beneficial occupancy is to be differentiated from substantial completion in that CAC-Motir Joint Venture, LLC ("CAC-Motir") will be expected, by the GSA, to continue prosecuting work and operating those portions of the building for which CAC-Motir is responsible under the contract until substantial completion has been achieved.

The GSA is permitted to take use and possession (beneficial occupancy) per paragraph III.I of The Agreement- Use and Possession Prior to Substantial Completion. Paragraph III.I references the following FAR clause:

FAR 52.236-11 Use and Possession Prior to Completion.

USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled 'Permits and Responsibilities'. If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

GSA also would like to remind CAC-Motir that in order to achieve substantial completion status, the contract under the Agreement, Section III.H - Substantial Completion and Contract Completion, states the following FAR clause:

FAR 52.211-10 Substantial Completion and Contract Completion ... Work shall be deemed "Substantially Complete" if and only if the Contractor has completed the Work and related Contract obligations in accordance with the Contract Documents, such that the Government may enjoy the intended access, occupancy, possession, and use of the entire Work without impairment due to incomplete or deficient work, and without interference from the Contractor's completion of remaining work or correction of deficiencies in completed work. In no event shall the Work be deemed Substantially Complete if all fire and life safety systems are not tested and accepted by the Authority Having Jurisdiction, where such acceptance is required under the Contract.

Therefore, as stated above, GSA hereby intends to take beneficial occupancy of the Childcare Center. Attached is a copy of the Deficiencies and Omissions (D&O) list which captures outstanding work items within the Childcare Center. Those items related to fire and life safety must be addressed by COB August 21, 2019. The remaining items should be addressed within 30 days of receipt of this letter. Please be advised that the Childcare Center will start to occupy the space on August 27, 2019. Therefore any outstanding work after that date will need to be coordinated after normal business hours.

In addition, GSA will recognize substantial completion upon all contract requirements for such having been met. Please feel free to contact me should there be any questions and/or comments.

Sincerely,

CHRISCHA
NDA SMITH

Digitally signed by
CHRISCHANDA SMITH
Date: 2019.08.29
09:31:25 -04'00'

Chrischanda S. Smith
Contracting Officer

cc: Christopher Hudson-Boyd, GSA
Aaron Hassinger, GSA